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6 FIREMAN'S FUND INSURANCE COMPANY &

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11 Attorneys for Defendants and Counter-Claimant

12 UNITED NATIONAL INSURANCE COMPANY

13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SAN FRANCISCO/OAKLAND DIVISION**

16 FIREMAN'S FUND INSURANCE  
COMPANY,

17 Plaintiffs,

18 vs.

19 UNITED NATIONAL INSURANCE  
20 COMPANY, and DOES 1 - 10

21 Defendants.

23 UNITED NATIONAL INSURANCE  
COMPANY,

24 Counterclaimant,

25 vs.

26 FIREMAN'S FUND INSURANCE  
27 COMPANY, INTERSTATE FIRE &  
CASUALTY COMPANY and ROES 1 - 10,

28 Counter-Defendants.

) Case No. CV 07-04943 MHP

) **JOINT STIPULATION AND [PROPOSED]**  
) **ORDER TO AMEND PLEADINGS AND**  
) **DEEM COUNTERCLAIM AGAINST**  
) **FIREMAN'S FUND INSURANCE COMPANY**  
) **DISMISSED**

) Complaint Filed: August 21, 2007

) Counterclaim Filed: October 1, 2007

1  
2 Fireman's Fund Insurance Company ("Fireman's Fund"), Interstate Insurance Company  
3 ("Interstate") and United National Insurance Company ("United National") hereby stipulate as  
4 follows:

5 1. All references in the pleadings herein to Plaintiff Fireman's Fund shall be deemed  
6 replaced by named party Interstate;

7 2. United National's Counterclaim shall be deemed dismissed without prejudice as to  
8 Fireman's Fund only;

9 3. Following this stipulation and order thereon, Case No. CV 07-04943 shall be entitled  
10 *Interstate Fire & Casualty Company v. United National Insurance Company* (and related  
11 Counterclaim). An amended Caption, which accurately reflects the parties' intended stipulation, is  
12 attached hereto as **Exhibit A**. The Clerk of the Court shall revise the docket to conform hereto.

13 4. Neither United National nor Interstate waive any basis to challenge or object to any  
14 allegation, claim or any other matter set forth in the Complaint, Counterclaim and Answers thereto,  
15 and nothing herein is intended to limit or restrict the rights and obligations to be adjudicated herein.  
16

17 SO STIPULATED,

18 DATED: 3/26/08

HINSHAW & CULBERTSON LLP

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20   
CHRISTOPHER J. BORDERS

CASEY A. HATTON

Attorneys for Plaintiff and Counter-Defendants

FIREMAN'S FUND INSURANCE COMPANY &  
INTERSTATE FIRE & CASUALTY COMPANY

21  
22  
23  
24 DATED: 3/13/08

NIELSEN, HALEY & ABBOTT LLP

25  
26   
THOMAS H. NIENOW

Attorneys for Defendant and Counterclaimant  
UNITED NATIONAL INSURANCE COMPANY  
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28

PURSUANT TO STIPULATION, IT IS SO ORDERED

DATED:

HONORABLE MARILYN HALL PATEL  
JUDGE, UNITED STATES DISTRICT COURT, IN  
AND FOR THE NORTHERN DISTRICT OF  
CALIFORNIA

**Exhibit A**

CASEY A. HATTON (SBN 246081)

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Facsimile: 415-834-9070

# INTERSTATE FIRE & CASUALTY COMPANY

**NORTHERN DISTRICT OF CALIFORNIA**

### Counter-Defendants.

Counterclaim Filed: October 1, 2007